

പൊതുജനങ്ങളിൽനിന്നും എന്തെങ്കിലും, നിവേദനങ്ങൾ തവണെൻറിനു ലഭിച്ചിട്ടുണ്ടോ ;

(ഇ) ഉണ്ടെങ്കിൽ അതിന്മേൽ എന്തു നടപടി സ്വീകരിച്ചു?

മരാമത്തുവകുപ്പുമന്ത്രി (ശ്രീ. കെ. എ. വേലായുധൻ) :

(എ) ഉണ്ട്.

(ബി) വി. ആർ. ഡി. സ്കീം.

(സി) ഉണ്ട്.

(ഡി) ഉണ്ട്.

(ഇ) ഈ പണിക്കുള്ള എസ്റ്റിമേറ്റ് അനുവദിച്ചുകഴിഞ്ഞ അതിലേക്കാവശ്യമുള്ള സ്ഥലം പൊന്നം വിലയ്ക്കെടുക്കാനുള്ള നടപടികൾ സ്വീകരിച്ചിട്ടുണ്ട്.

Kannan Devan Hill Produce Co., Limited.

*735. [51] **Shri P. V. Avira Tharakan:** Will the Minister for Land Revenue be pleased to state:

(a) what are the terms of agreement between the Government and the K. D. H. P. Co., Ltd., made in 1944;

(b) The amount paid by the Company to our Government as Agricultural Income Tax and Sales Tax;

(c) What is the capital investment of the said Company;

(d) The amount of profit made by them in the years 1949, 1950, 1951, 1952?

Home Minister (Shri A. J. John): (a) † Copy of the agreement dated 19-12-1944 is placed on the table.

(b) The Sales tax and Agricultural income tax Laws now in force do not permit the disclosure of the information.

(c) The issued capital of the company according to the balance sheet for the year 1953 is Rs. 13,00,000.

(d) The information cannot be divulged according to the Rules now in force.

STARRED QUESTIONS POSTED FOR ANSWER ON

18-4-1955

Surfaced roads.

*736. [26] **Shri M. Bhaskaran Nair:** Will the Minister for Works be pleased to state:

(a) how many miles of surfaced roads are there in our State;

(b) of that how many miles are in municipal urban areas;

(c) what is the respective length of concrete, tarcreted and semigrouted roads;

(d) what all methods of surfacing roads do we follow in this State;

† Please See Appendix VIII.

APPENDIX VIII

[Please see answer to Question No. *735 (51)
posted for answer on 16-4-1955]

Articles of Agreement made this day the 19th of December one thousand nine hundred and forty-four between M. R. Ry. Rajyasevapravina G. Parameswaran Pillai Avergal, B. A., B. L., Chief Secretary to Government, acting for and on behalf of the Government of His Highness the Maharaja of Travancore (hereinafter called "the Government" which expression shall apply to and include its successors and assigns) of the one part and The Kannan Devan Hills Produce Company Limited, a Joint Stock Company with limited liability having its registered office at Glasgow in Scotland (hereinafter called "the Company" which expression shall apply to and include its successors and assigns) of the other part.

1. Whereas by a Deed of Ratification dated the 28th day of November 1878 given under the hand of N. Nanoo Pillai Esquire, the then Dewan of Travancore and under the seal of the Government after reciting that Kala Varma known as the Poonjat Raja or Chief had by a Deed dated the 11th day of July 1877 granted to John Daniel Munro Esquire, for purposes of cultivation the tract of jungle forest and grass land bounded as described in the Schedule to the said Deed of Ratification and in the Schedule hereunder written (hereinafter referred to as "the Concession Area") and that the said John Daniel Munro through his attorney Henry Gribble Turner had applied according to usage to the Government of Travancore through the British Resident under date the 28th day of June 1877 for permission to hold the Concession Area the said N. Nanoo Pillai Esquire on behalf of the Government of Travancore permitted and ratified the grant made by the said Deed of 11th day of July 1877 subject to the terms and conditions declared in the said Deed of Ratification.

2. And whereas under clause first of the said recited Deed of Ratification * dated the 28th day of November 1878, it was provided in respect to the grass land comprised within the Concession Area that Government would not immediately ratify the grant but that the said John Daniel Munro Esquire might occupy grass lands for homesteads, farm steads and cultivation then or thereafter on condition that he should pay to the Government an annual tax of 2 annas 8 pies for every acre of grass land that he should take up, from the time he should occupy the same and that at the end of 24 years tax should be levied on the whole of the grass land included in the Concession Area whether it should be occupied or not the ratification in respect of each block of grass land taking effect from the date that tax upon it should become payable.

3. And whereas by an Indenture dated the 8th day of December 1879 and made between the said John Daniel Munro of the

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one part and the North Travancore Land Planting and Agricultural Society Limited, of the other part, the Concession Area was conveyed and assigned unto the said Society its successors and assigns subject to the payments of rents and to the observance and performance of the conditions and stipulations contained in the said Deed of Ratification.

4. And whereas by an Indenture dated the 2nd day of August 1886 and made between the Government of Travancore of the one part and the said North Travancore Land Planting and Agricultural Society Limited, of the other part, after reciting the hereinbefore recited Deed of Ratification of the 28th day of, November 1878 and the Indenture of the 8th day of December 1879 and that the said Society was incorporated on the 17th day of November 1879 for the purpose of *inter-alia* taking over the Concession Area and the benefits to be derived therefrom and that the said Society had applied to the Travancore Government for a reduction of the taxes payable to the said Government by virtue of the said Deeds of Grant and Ratification it was witnessed that the said taxes and the terms and conditions under which the Concession Area should be held and cultivated by the said Society should be modified and altered as therein set forth with effect from the 28th day of November 1884.

5. And whereas by diverse means assurances and acts in law and finally by an Indenture dated the 16th day of July 1900 and made between the said North Travancore Land Planting and Agricultural Society Limited, in Liquidation of the one part and the Company and others of the other parts, the Concession Area (save and except the portions therein mentioned as having not been conveyed thereunder) was thereby granted, conveyed, transferred, assigned and confirmed unto the Company **To have and to hold** the same subject to the observance and performance of the several conditions and stipulations by and in the said hereinbefore recited Deeds of the 11th day of July 1877, the 28th day of November 1878, the 8th day of December 1879 and the 2nd day of August 1886 respectively reserved and contained.

6. And whereas by an Indenture dated the 27th day of March 1928, and made between Maurice Emygdus Watts Esquire, on behalf of the Government of the one part, and the Company of the other part the rights of the Company to the water flowing through over and upon the Concession Area were regulated in manner therein specified.

7. And whereas certain questions have arisen as to the exact nature and scope of the rights of the Company over the unassessed and unoccupied grass lands within the Concession Area.

8. And whereas the Company has agreed with the Government to pay an annual tax of British Rupees Eight Thousand (Br. Rs. 8,000) which annual tax is calculated at the rate and

in the manner mentioned in the said recited Deed of Ratification dated the 28th day of November 1878 in respect of the said unassessed and unoccupied grass lands the extent of which is estimated to be forty-eight thousand (48,000) British Statute acres with effect from the 1st day of Chingom 1112 of the Malabar Era, the same being payable in like manner as the tax on the other lands within the Concession Area, and the Government have agreed with the Company that all the grass lands within the Concession Area and which on the last day of Audi 1111 were unassessed and unoccupied shall be deemed to be occupied as from the 1st day of Chingom 1112.

9. And whereas these Presents are supplemental to the said recited Deeds.

Now these Presents Witness and it is hereby mutually agreed as follows :—

1. The Government hereby permits and ratifies the grant made by the said Kala Varma known as the Poonjat Raja or Chief by the said recited Deed dated the 11th day of July 1877 in respect of all the grass lands within the Concession Area and which on the last day of Audi 1111 were unassessed and unoccupied thereby ratifying the entire grant.

2. The provisions for a survey in so far as grass lands are concerned are entirely departed from and the said area of the hitherto unassessed and unoccupied grass lands shall be taken to be 48,000 British Statute acres exclusive of the 500 acres referred to in clause 4 below.

3. The provisions of the said Deed of Ratification dated the 28th day of November 1878, and the said Indenture dated the 2nd day of August 1886 with reference to the payment of an annual tax but only so far as relating to grass lands unassessed and unoccupied are hereby departed from and discharged and the Company shall pay in respect of such of the grass lands within the Concession Area as were on the last day of Audi 1111 unassessed and unoccupied and as aforesaid taken to be 48,000 acres in extent, an annual tax of British Rupees eight thousand (Br. Rs. 8,000) in like manner and subject to the like conditions as stipulated in the prior recited Deeds regarding the assessment and payment of tax on other portions of the Concession Area, the first payment being made on or before the last day of Audi 1112, corresponding with the 16th day of August 1937 and the Government agrees that all the grass lands within the Concession Area, and which on the last day of Audi 1111 were unassessed and unoccupied shall be deemed to be occupied as from the 1st day of Chingom 1112.

4. The Company shall assign to the Government free of all compensation, an area of five hundred (500) acres to be selected by the Government, as and when the Government choose, in blocks of not less than fifty (50) acres from out of the grass lands comprised within the Concession Area and which on the last day of Audi 1111 were unassessed and unoccupied and upon

which no improvements had been made by the Company up to the date of selection by the Government.

5. Subject to the above variations, the terms covenants and conditions contained in the said recited Deeds shall remain in full force and effect, and these presents shall be supplemental thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SCHEDULE.

- | | |
|--------|---|
| North. | Source of the Chinnaur. |
| East. | Source of Chinnaur, Thandokarum, Koomarikulu, Katumalla, Thalayaar, Thandokarum, Veenayacamade, Thandokaram, Alanjamadu, Poolaur Dam and Karincoolum. |
| South. | Devikulam Madu and Moonaur. |
| West. | Moonaur and Annakulam. |

Signed sealed and delivered by the above said.

Chief Secretary to Government
acting for and on behalf of the
Government of Travancore.

In the presence of

Witnesses :—

1.

2.

Signed sealed and delivered by
the duly constituted attorney of
the Kannan Devan Hills Produce
Company Limited.

In the presence of

Witnesses :—

1.

2.

(True copy).